

**SERIAL 00203 - IGA      DESIGNATED SOFTWARE LICENSE AGENT**

**AD990116**

**CONTRACT PERIOD      BEGINNING MAY 01, 1999**  
**ENDING ~~OCTOBER MARCH MAY 31~~**  
**~~JUNE 30, 2004-2005~~ AUGUST 30, 2005**

TO:                      All Departments

FROM:                  Department of Materials Management

SUBJECT:              Contract for **DESIGNATED SOFTWARE LICENSE AGENT**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Office Contract AD990116. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) C703505, C703506, C703507, C703508, C703515**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



## Contract Summary

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VENDOR: ASAP Software Express Inc

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### State Procurement Office

Capital Center, Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

**CONTRACT TITLE:** Designated Software License Agent

**CONTRACT TYPE:** Statewide Contract

**CONTRACT PERIOD:** May 01, 1999

**THRU:** April 30, 2001

**CONTRACTOR NUMBER:** 363328437 - 900

**CONTRACTOR NAME:** ASAP Software Express Inc

**CONTACT NAME :** Sean Whalen

**ADDRESS:** 850 Asbury Drive

Buffalo Grove, IL 60089 4557

**EMAIL ADDRESS:** swhalen@asapsoftware.com

**TELEPHONE:** (800) 883-1073

**FAX NUMBER:** (847) 465-3277

**WEBSITE ADDRESS:** www.asapsoftware.com

**CONTRACTING AGENCY:** State Procurement Office


**CONTACT NAME:** Wendy Summers

**TELEPHONE:** (602) 542-9139

**F.O.B. TERMS:** FOB Delivered

**DELIVERY:** 3 Days ARO

**PAYMENT TERMS:** Net 30

	<h1>Uniform Terms and Conditions</h1>		<p style="text-align: center;"><b>State Procurement Office</b></p> <p style="text-align: center;">Capital Center, Suite 103</p> <p style="text-align: center;">15 South 15th Ave</p> <p style="text-align: center;">Phoenix, AZ 85007-3223</p>	
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## I. Definition of Terms.

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows

- A. *“Attachments”* means all items required of the Offeror as part of the Offer.
- B. *“Days”* means calendar days unless otherwise specified.
- C. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any amendments to the Solicitation or the Contract; and any terms applied by law.
- D. *“Contractor”* means any person who has a Contract with a State government unit.
- E. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- F. *“Offer”* means bid, proposal or quotation.
- G. *“Offeror”* means a vendor who responds to any type of Solicitation.
- H. *“Procurement Officer”* means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- I. *“Solicitation”* means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- J. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- K. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.

## II. Governing Law and Precedence.


- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- B. Arizona Procurement Code. The Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7, are a part of this Contract as if fully set forth in it.
- C. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- D. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State, the following shall prevail in the order set forth below:
  - 1. Special Terms and Conditions;
  - 2. Uniform Terms and Conditions;
  - 3. Statement or Scope of Work;
  - 4. Specifications;
  - 5. Exhibits; and
  - 6. Documents referenced or included in the Solicitation.

## III. Authority.

This Contract is issued under the authority of the Procurement Officer who signed this Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

## IV. Contract Interpretation and Amendment.

- A. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

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- B. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- C. **Written Contract Amendments.** The Contract shall be modified only through a written contract amendment within the scope of the Contract signed by the Procurement Officer.
- V. **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- VI. **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- VII. **Relationship of Parties.** The Contractor under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- VIII. **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.
- IX. **General Indemnification.** To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- X. **Indemnification - Patent and Copyright.** To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- XI. **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- XII. **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- XIII. **Payments.** The Contractor shall be paid as specified in the Contract. The payment shall comply with the requirements of A.R.S. Titles 35 and 41. Prompt payment discounts included in the Contract shall be disclosed by the Contractor in all quotations and invoices.
- XIV. **Advertising and Promotion of Contract.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- XV. **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- XVI. **Third Party Antitrust Violations.** The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.
- XVII. **Right to Assurance.** If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under paragraph 23 of the Uniform Terms and Conditions.
- XVIII. **Stop Work Order.**
- A. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon



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receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

B. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**XIX. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

**XX. Gratuities.** The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

**XXI. Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

**XXII. Termination for Convenience.** The State reserves the right to terminate the Contract in whole or in part at any time when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

**XXIII. Termination for Default.**

A. In addition to the rights reserved under Paragraphs 18 through 22 of the Uniform Terms and Conditions, the State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

B. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.


C. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

**XXIV. Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**XXV. Right of Offset.** The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in paragraph 18 through 23 of the Uniform Terms and Conditions.

**XXVI. Delivery.** Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations identified in the Solicitation.

**XXVII. Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the

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current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.

**XXVIII. Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and A.A.C. R2-7-901 through R2-7-937.

**XXIX. Non-exclusive Remedies.** The rights and the remedies of the State under this Contract are not exclusive.

**XXX. Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

**XXXI. Non-Discrimination.** The Contractor shall comply with State Executive Order No. 75-5 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

**XXXII. Effective Date.** The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

**XXXIII. Force Majeure.**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

B. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.


C. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

**XXXIV. Applicable Taxes.**

A. Applicable Taxes. The State shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

B. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

C. IRS W9 Form. In order to receive payment under any resulting Contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.

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**XXXV. Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

**XXXVI. Inspection and Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this Contract. The State shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

**XXXVII. Nonconforming Tender.** Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

**XXXVIII. Warranties.**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
  1. of a quality to pass without objection in the trade under the Contract description;
  2. fit for the intended purposes for which the materials are used;
  3. within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  4. adequately contained, packaged and marked as the Contract may require; and
  5. conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- E. Year 2000.
  1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
  2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.

**XXXIX. Survival of Rights and Obligations after Contract Expiration or Termination.**



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A. Offeror's Representation and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, chapter 5.

B. Purchase Orders. In accordance with all terms and conditions of the Contract, the Contractor shall fully perform and be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract, unless otherwise directed in writing by the Procurement Officer. Officer.

XL. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.





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#### Eligible Agencies (Statewide)

Any contract resulting from this solicitation shall be for the use of State designated Hardware Contractors purchasing on behalf of the State or all State of Arizona departments, agencies, commissions and boards directly. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2632.

#### Contract Type (Firm)

Firm fixed maximum percentage indefinite quantity.

#### Term of Contract

The term of any resultant contract shall commence on the first of the month after the date of award, or as specified within the award document, and shall continue for two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

#### Contract Extension

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.

#### Delivery

Delivery shall be made within three (3) business days of receipt of a Contract Release Order/Purchase Order document or proper electronic order.

#### Shipping F.O.B. Statewide

Prices shall be F.O.B. destination to any delivery location in the State of Arizona, delivered to the specified receiving point as required the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The state will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

#### Performance Review

The Designated License Agent shall inform the Contract Administrator of any problems they are having in their working relationship with the Hardware Contractors and shall participate in meetings with the Contract Administrator and the Hardware Contractors to resolve such difficulties. The Agent shall also meet with the State Representatives periodically to discuss how to improve service to the State. In addition, if there are inconsistencies between the reports prepared by the Designated License Agent and the Hardware Contractor, they shall work with the Hardware Contractors to resolve any inconsistencies to the satisfaction of the Contract Administrator.

#### Pricing

The State has existing Volume License Agreements in place with various software publishers. Costs are set by each publisher within their license agreement depending on the volume level estimated for the State.

All proposals shall be offered as a maximum percentage above the publisher's cost to the Designated License Agent for each publisher listed on the Price Sheet to cover any additional administrative costs incurred by the Designated License Agent. Failure to price in this manner shall be cause for proposal rejection.

The pricing formula shall be (a) the amount paid to the Publisher plus (b) the applicable maximum percentage.

This pricing shall be the pricing charged to the Hardware Contractors. Current pricing shall be made available to the Hardware Contractors as well as all users via the internet.

At any time during the term of this contract, the State reserves the right to request from the Contractor access to and/or a copy of the Software Publisher Base Pricing Structure for pricing verification. This pricing shall be submitted within three (3) business days after the State's request. Failure to submit this pricing as requested will be cause for Contract Default.



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#### Estimated Quantities (Considerable)

The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

#### Ordering Process

Upon award of a contract by the State Procurement Office, Hardware Contractors, on behalf of any designated agency, may procure the specific material and/or service awarded by the issuance of a purchase order to the Designated License Agent. Each purchase order must cite the correct Arizona contract number and agency purchase order number and any other information required by the Designated License Agent.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

#### Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable.

#### Price Adjustment (Percentage)

All percentages in the contract shall remain firm for a two (2) year period after award of contract.

The State Procurement Office may review a fully documented request for a percentage adjustment only after the contract has been in effect for two (2) years. A percentage adjustment shall only be considered if (1) the adjustment does not exceed the cost of living adjustment (CPI); and (2) the basis for the adjustment could not have been anticipated prior to contract award.

The percentage adjustment, if approved, will be effective upon the first day of the month following approval.

#### Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. On assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.

#### Licenses

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

#### Insurance

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:

1. Commercial General Liability, with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG25031185, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;  
Broad Form Property Damage (including completed operations);  
Personal Injury;



## Special Terms and Conditions

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Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits;  
Employer's Liability (Coverage B): \$500,000.00 each accident;  
\$500,000.00 each employee/disease;  
\$1,000,000.00 policy limit/disease.

Policy Shall Include endorsement for All State coverage for state of hire.


The State of Arizona shall be named as an Additional Insured as its interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

B. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

C. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

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## DESIGNATED SOFTWARE LICENSE AGENT

### I. INTRODUCTION

The State of Arizona has an ongoing requirement for a Designated Software License Agent (“Agent”) in order to provide service as required under the State of Arizona Volume License Agreements with various microcomputer software publishers.

Under these agreements, the State has the right to choose its Reseller. The intent of this solicitation is to establish a Designated License Agent agreement for the various volume license agreements currently in place with the State of Arizona and specific software publishers. It is the State's preference to award one (1) Agent to handle all volume agreements specified, therefore, in order to be considered for award, offerors shall be authorized to act as resellers for all volume license agreements specified within this solicitation. Under any resultant contract, the Designated License Agent will have the responsibility to sell software licenses to the State's Hardware Contractors for resale and distribution to the State Agencies and Eligible Political Subdivisions. The Designated License Agent, in most cases, will not be providing software directly to State Agencies and Eligible Political Subdivisions.

The contracted Agent shall be required to provide software and services as specified within this solicitation in conjunction with the current or any future volume agreements the State has in place. Compliance with the commitments and assumption of the responsibilities herein will be closely monitored to ensure that the Contractors do not undermine the State's ability to meet its volume commitments under these volume license agreements.

### II. VOLUME LICENSE AGREEMENTS

The State of Arizona currently maintains volume license agreements with Microsoft (Select 4.0, Education and Enterprise Agreement), Novell (MLA), Corel (Universal and Universal Academic) and IBM (Advantage).

Offerors shall meet all eligibility requirements to act as a Reseller under the volume agreements specified above with these publishers and perform the following functions. The State reserves the right to enter into additional volume license agreements as necessary during the course of any resultant contract.

#### A. Microsoft Select 4.0


On February 25, 1997, the State of Arizona entered into a Microsoft Education Select Master Agreement. This agreement runs through February 28, 1999. The State intends to extend this Agreement.

On January 1, 1999 the State of Arizona entered into a Microsoft Select 4.0 Master License Agreement and Enterprise Agreement (“Agreements”). The term of these Agreements run through July 1, 2002. The Minimum Unit Volume for Price Level for the State of Arizona is set at “Level C” for Application, System and Server Pools. The one year retail price on the Enterprise Agreement is \$245.00.

The successful Agent for the Microsoft select agreements shall execute an amendment to the agreement identifying themselves as the Large Account Reseller (“Reseller”) within fifteen (15) days after notification of award.

Offerors shall meet all of the following requirements for the Select volume agreement:

1. The Reseller shall be a Large Account Reseller or an affiliate of a Large Account Reseller that has been authorized by Microsoft to act as a Reseller under the Select Agreement
2. The Reseller shall be able to act as collection agent for the publisher.
3. Under the terms of the volume license agreement, the Reseller shall be responsible for reporting quarterly sales to the publisher in a timely manner. The Reseller shall also agree, in writing, to submit the quarterly reporting

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on behalf of the Department of Administration as specified within this document.

4. In cases where original publisher's media is not available, the Reseller shall provide CDs copied from master disks of the software purchased under any volume license agreement.
5. The Reseller shall provide quarterly usage reports to the State Procurement Office delineating all software purchases made by all state agencies and eligible political subdivisions for the previous quarter as reported by the Hardware Contractor.
6. The Reseller shall be able to provide SPA (Software Publishers Association) certified License Confirmation Certificates for all software licenses ordered with the agreements by State agencies. Offerors shall submit a sample certificate with their offer. Failure to submit this certificate may be cause for proposal rejection.
7. The Reseller shall monitor and be able to report on the current levels of software ordered towards the State's purchase commitment in order to insure that the State does not fall short and are forced to pay penalties.
8. The Reseller shall charge no more than the maximum percentage above the dealer cost specified on the attached price sheet for all software, documentation, maintenance, etc., to cover the Reseller's costs in supporting this agreement.


**B. Novell MLA**

On March 15, 1995 the State of Arizona entered into a Novell Master License Agreement 3.0 ("MLA"). The term of this MLA runs through June 30, 1999. The State of Arizona is currently set at a 50% discount level.

The successful fulfillment agent for the Novell MLA agreements shall execute the Fulfillment Agent Addendum to the Master License Agreement identifying themselves as the Fulfillment Agent within fifteen (15) days after notification of award

Offerors shall provide the following services for the MLA agreement:

1. The Fulfillment Agent shall be a Novell authorized Platinum Reseller or Corporate Account Reseller that has been prequalified by Novell to act as a fulfillment agent and collection agent under the MLA.
2. Under the terms of the volume license agreement, the Fulfillment Agent is responsible for holding and supplying Novell's master software, auditing, reporting, Schedule C/order management, upgrades/update management, discount tracking and collection of all monies due Novell net 30.
3. Fulfillment Agent shall provide original publisher's master media of the software purchased under the MLA.
4. The Fulfillment Agent shall provide quarterly usage reports to Novell and the State Procurement Office delineating all software purchases made by all state agencies and eligible political subdivisions for the previous quarter.
5. The Fulfillment Agent shall be able to provide SPA (Software Publishers Association) certified License Confirmation Certificates for all software licenses ordered with the agreements by State agencies. Offerors shall submit a sample certificate with their offer. Failure to submit this certificate may be cause for proposal rejection.
6. The Fulfillment Agent shall monitor and report on the current levels of software ordered towards the State's purchase commitment in order to insure that the State receives full discounts due.
7. The Fulfillment Agent shall not charge more than the preestablished prices set by Novell for all software,

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maintenance, distribution, etc., offered under this agreement. In the case of publisher's documentation, the Reseller shall provide a maximum percentage above dealer's cost on the attached price sheet.

8. For services offered above and beyond standard Fulfillment Agent services defined by Novell as duties to be performed, the offeror shall specify these additional services on the attached questionnaire. Offerors shall be as detailed as possible as to those additional services offered.

#### C. Corel CLP Universal Agreements

On April 20, 1998, the State of Arizona entered into a Corel CLP Universal Academic Agreement ("CLPUAA"). This agreement runs through April 19, 2000.

On August 22, 1996 the State of Arizona entered into a Corel CLP Universal Agreement ("CLP"). The term of this Agreement runs through August 22, 2000. The Discount Level for the State of Arizona is set at "Level D."


The successful Reseller for the Corel agreements shall execute an amendment to the agreement identifying themselves as the Reseller within fifteen (15) days after notification of award.

Offerors shall meet all of the following requirements for the Corel volume agreements:

1. The Reseller shall be a Corel Authorized Reseller and be able to act as collection agent for the publisher.
2. Under the terms of the volume license agreement, the Reseller shall be responsible for reporting ~~quality~~ sales to the publisher.
3. The Reseller shall provide CDs copied from master disks of the software purchased under any volume license agreement.
4. The Reseller shall be able to provide version upgrades, competitive upgrades and maintenance for software purchased under any resultant contract and existing software utilized by the State.
5. The Reseller shall be able to provide PINs (Personal Identification Numbers) for support services offered by the publisher.
6. The Reseller shall provide quarterly usage reports to the State Procurement Office delineating all software purchases made by all state agencies and eligible political subdivisions for the previous quarter.
7. The Reseller shall be able to provide SPA (Software Publishers Association) certified License Confirmation Certificates for all software licenses ordered with the agreements by State agencies. Offerors shall submit a sample certificate with their offer. Failure to submit this certificate may be cause for proposal rejection.
8. The Reseller shall monitor and be able to report on the current levels of software ordered towards the State's purchase commitment in order to insure that the State does not fall short and are forced to pay penalties.
9. The Reseller shall charge no more than the maximum percentage above their dealer cost specified on the attached price sheet for all software, documentation, maintenance, etc., to cover the Reseller's costs in supportin this agreement.

#### D. IBM Advantage and Other Agreements.

The State of Arizona currently has an IBM Advantage Volume License Agreement in place. The IBM Advantage Agreement pricing is set at Level "H".

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The successful Reseller for the IBM agreements shall execute an amendment to the agreement identifying themselves as the Reseller within fifteen (15) days after notification of award.

Offerors shall meet all of the following requirements for the IBM volume agreements and any others signed during the term of this contract.


1. The Reseller shall be authorized to resell the publisher's products and be able to act as collection agent for the publisher.
2. Under the terms of the volume license agreement, the Reseller shall be responsible for reporting quarterly sales to the publisher.
3. The Reseller shall provide CDs copied from master disks of the software purchased under any volume license agreement.
4. The Reseller shall be able to provide version upgrades, competitive upgrades and maintenance for software purchased under any resultant contract and existing software utilized by the State.
5. The Reseller shall be able to provide PINs (Personal Identification Numbers) for support services offered by the publisher, if available.
6. The Reseller shall provide quarterly usage reports to the State Procurement Office delineating all software purchases made by all state agencies and eligible political subdivisions for the previous quarter.
7. The Reseller shall be able to provide SPA (Software Publishers Association) certified License Confirmation Certificates for all software licenses ordered with the agreements by State agencies. Offerors shall submit a sample certificate with their offer. Failure to submit this certificate may be cause for proposal rejection.
8. The Reseller shall monitor and be able to report on the current levels of software ordered towards the State's purchase commitment in order to insure that the State does not fall short and are forced to pay penalties.
9. The Reseller shall charge no more than the maximum percentage above their dealer cost specified on the attached price sheet for all software, documentation, maintenance, etc., to cover the Reseller's costs in supporting this agreement.

### III. REQUIREMENTS

The State of Arizona is in the process of evaluating and awarding new Microcomputer provider contracts. Upon award of this contract, the Hardware Contractors will provide one-stop shopping and a single point of contact for agencies and eligible political subdivisions within the State for all microcomputer hardware, software and related services. Upon contract award, the Designate License Agent shall work with these Hardware Contractors and shall process software licenses purchased under State Volume License Agreements specified herein by these Hardware Contractors' on behalf of the State.

#### A. Software under Volume Licensing Agreements

1. Commitments- Each Hardware Contractor agreed to:
  - a. enter into an agreement with the Designated License Agent regarding placing orders for software from the Publishers with whom the State has volume licensing agreements,

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- b. not sell software available under State volume license agreements directly (unless the entity insists on purchasing a single complete software package with documentation),
  - c. pay the Designated License Agent for software ordered on behalf of all Customers on the standard payment terms established by the Designated License Agent, and
  - d. provide the Designated License Agent with all information they require in order to track software purchases under the State's agreements with the Designated License Agent and the Publishers.
2. Responsibilities- Each Hardware Contractor shall perform the following activities:
  - a. take volume licensing software orders from Customers,
  - b. transmit orders for licenses (with complete information requested by the Designated License Agent) to the Designated License Agent on a daily basis.
  - c. inform Customers that they will receive the license confirmation from the Designated License Agent,
  - d.. pay invoices from the Designated License Agent pursuant to the standard payment terms of the Designated License Agent.
  - e. invoice and collect payments from Customers for the software licenses,
  - f. provide customer support assistance, upon request, regarding software licenses,
  - g. become familiar with and be able to answer questions regarding the state's volume license agreements, and
  - h. prepare reports relating to software purchases, in accordance with the reporting requirements of Section VII of this Scope of Work.


**B. Automated Asset Inventory Software**

License Agent- The State is in the process of a competitive RFP regarding the Automated Asset Inventory Software. If Publisher is awarded the contract from that RFP, they will be required to sell licenses for the selected Automated Asset Inventory Software through the Designated License Agent, and the Vendors will simply purchase the licenses for such software from the Designated License Agent, in the same manner they purchase all other volume licenses. In this instance, the Designated License Agent will also act as the Asset Inventory License Agent.

If, on the other hand, a company other than a Publisher is awarded the contract from that RFP, such company shall sell the Automated Asset Inventory Software directly to the Vendors and be responsible to track all Customer licenses of such software for the State. Such company shall thereafter be referred to as the Asset Inventory License Agent.

1. Commitments- Each Hardware Contractor agreed to:
  - a. purchase all Automated Asset Inventory Software directly from the Asset Inventory License Agent,
  - b. pay the Asset Inventory License Agent for the Automated Asset Inventory Software purchased for Customers on the standard payment terms established by the Asset Inventory License Agent, and
  - c. provide the Asset Inventory License Agent with all information they require in order to track purchases under the State's agreement with the Asset Inventory License Agent.



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2. Responsibilities- Each Hardware Contractor shall perform the following activities:

- a. transmit orders for Automated Asset Inventory Software (with complete information requested by the Asset Inventory License Agent) to the Asset Inventory License Agent on a daily basis,
- b. pre-load all Hardware (other than Peripherals) bought by a State Agency with the Automated Asset Inventory Software,
- c. upon request, pre-load Hardware bought by a Political Subdivision with the Automated Asset Inventory Software,
- d. inform Customers that they will receive their license confirmation from the Asset Inventory License Agent,
- e. pay invoices pursuant to the standard payment terms of the Asset Inventory License Agent,
- f. invoice and collect payments from Customers for the Automated Asset Inventory Software,
- g. become familiar with and be able to answer basic questions regarding the Automated Asset Inventory Software, and
- h. prepare and provide reports relating to purchases of the Automated Asset Inventory Software, as required by the State.

C. License Confirmations

Based on the information provided by the Hardware Contractor, the Designated License Agent shall be responsible for providing License Confirmation documents to the ordering agencies as described under Section II. These documents shall be mailed to the using agencies within seven (7) days after receipt of order from the Hardware Contractor.


## IV. REQUIRED SERVICES

Offerors shall provide all services specified below.

- A. The Designated License Agent shall have access to in-house publisher representatives and shall assist the State Procurement Office in negotiating volume license agreements, if requested.
- B. The Designated License Agent shall provide electronic access to information in regards to technical information, patches, etc. by software publishers.
- C. The Designated License Agent shall have staff dedicated to the State of Arizona account to answer all questions, take orders, and explain different volume agreements terms to the users.
- D. The Designated License Agent shall provide on-line, real time, web based electronic commerce features such as pricing, ordering, license tracking information and reporting. This web site information shall be available through the Internet without the use of additional software or licenses provided by the Agent. Offerors shall explain their Web Based and Electronic Commerce capabilities on the attached Questionnaire.

1. Pricing

The Agent's web site shall be able to display all current pricing information for all State of Arizona Volume

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License Agreements available. This pricing shall be kept current at all times and shall be made available on-line and if requested by a user, sent through e-mail. On-line pricing shall designate product description, Agent's product number, publisher's product number and State price for that product. A sample price page shall be submitted with the proposal.

2. Web Site Ordering

On-line ordering shall be provided for the Hardware Contractors as well as using agencies. On-line ordering shall provide that required information fields be completed prior to the acceptance of an order. For example, an order cannot be placed unless mandatory fields are completed as specified by the State. Furthermore, the order form shall be able to differentiate various delivery locations within a single agency or political subdivision. Offerors shall describe on-line order procedures in detail on the attached Questionnaire.

3. License Tracking

The Designated License Agent shall be able to provide on-line, real time, product license inventory tracking through the Internet for the State Procurement Office as well as State Agencies and Eligible Political Subdivisions. The tracking capabilities shall be able to set up each agency or political subdivision as separate user accounts so that only that account information is visible to that specific user. In turn, the tracking system shall be able to set up "Supervisor" levels where a designated "Supervisor" within the State can view all license tracking for all participating agencies. These license reports shall, at a minimum, cover a quarter of a year and include an accurate inventory record of product licenses purchased under the agreements. At a minimum, the license tracking system must be able to provide this information by Agency and any delivery location within the Agency. License reports shall be able to be shown on-line as well as e-mailed to the requesting user, if requested. Offerors shall describe license tracking in detail and provide license report samples with their proposal.

4. Other Reports


The Designated License Agent shall be able to provide on-line, real time reporting capabilities through the Internet for the State Procurement Office as well as State Agencies and Eligible Political Subdivisions. These reports may include Back Order or Current Order Status reports. In addition, the system shall be able to provide the ability for the user agency to create custom reports. The requesting user shall be able to select specific field and create a necessary report for their specific needs. Fields shall include, but not be limited to, Purchase Order Number, Order Number, Invoice Date, Publisher, Publisher Part Number, Agent's Part Number, Description, Quantity Shipped, Unit Price, Extended Price, Order Total, and Sales Tax. Reports shall be able to be shown on line as well as e-mailed to the requesting user, if requested. Examples of these reports shall be submitted with the offer.

- E. The Designated License Agent shall provide initial training to Hardware Contractors upon award of any resultant contract on ordering and reporting procedures. Initial training shall take place in Phoenix. Agent may train each Hardware Contractor individually or all at once. Training shall be completed at no additional cost to the State.

## V. LOCAL REPRESENTATION

A. Local Representative

Offerors shall have an office with a local marketing representative within the Phoenix Metropolitan area for the support of any resultant contract at the time of offer submission. This representation is for the purpose of marketing the volume license agreements to their fullest potential so that the State can realize the maximum savings available and to provide support as needed to the Hardware Contractors. Local representation shall be maintained for the entire duration of any resultant contract.

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B. Volume License Assistance

The contractor shall also assist the State Procurement Office in the identification, evaluation, determination and implementation of other publisher's volume license agreements that the State could benefit from by entering into these agreements.

## VI. EXCEPTIONS

All State agencies and Hardware Contractors will be required to use this contract for the purchase of microcomputer software under volume license agreements except in the following instances:

- A. Microcomputer Software bundled or preconfigured in microcomputers by CPU publishers that are purchased by the State (i.e. Compaq SmartStart, etc.)
- B. The State may purchase software directly from the software publisher when rebates, publisher's coupons, introductory product promotions, introductory product pricing, special inventory reduction pricing, or obsolescence of product pricing are offered by the publisher only and not passed through the Agent.

Special limited time pricing promotions offered through the contractor, that are offered to all customers, may be passed on to the State if the special pricing is lower than the contract pricing.

- C. Full package software.


Software manufactured by the software publisher's listed on the price sheet shall be ordered from any resultant contractor, unless the preceding circumstances apply.

## VII. REPORTING

The Designated Licensing Agent shall be responsible to prepare and submit reports to the Contract Administrator, GITA, Customers, etc. The initial set of such reports is described below. The State shall have the right to request, in its sole discretion, additional reports, changes to existing reports, additional persons or entities to whom reports must be distributed, changes in frequency of report distribution, changes in report layouts, etc. and the Agent must comply with all such reasonable requests. The Agent must provide their reports either electronically through E-mail or on 3 ½ inch diskette or CD in MS Excel 5.0 or greater format.

In turn, the Designated Licensing Agent will be receiving a report from all Hardware Contractors. The purpose of these reports is to cross reference licenses sold to each Hardware Contractor with the reports to the software publishers.

SOFTWARE REPORTS(from Vendors & Designated License Agent)		
<i>Description of Report</i>	<i>From</i>	<i>To</i>
<i>[Initial Report layouts will be provided at the time of the Contract award]</i>		
<b>Software Sales Reports</b> A report which describes the Volume Software sold, to include software sold, quantity, entity purchaser, PO #s (VAR & entity), date, entity contact, ship to address, Vendor contact, etc. <u>Frequency</u> Monthly, Quarterly & Annual Summaries	Hardware Contractor	Designated License Agent
<b>Publishers' Reports</b> A report (defined by the State's contract with the Designated License Agent) which describes the software licenses procured. The Designated License Agent is also responsible for sending reports to Publishers (as prescribed by the software publisher) and license confirmations to Customers	Designated License Agent	Contract Administrator; Publishers; Customers

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**A. Designated License Agent Report**

The Designated License Agent Report shall be submitted quarterly to the State Procurement Office shall consist of the following information. These reports are due within fifteen (15) days following the end of each contract quarter. Sample of these reports shall be submitted with your offer.

1. A Summary for each Volume License Agreement or Publisher (i.e. Microsoft, Novell, Corel, etc.)
  - a. Name of Agreement
  - b. Agreement Commitment Level
  - c. Total Dollars accrued from the Commencement of the Contract through the reporting period.
  - d. Percent of Commitment made at the time of report.
  - e. Dollars spent for Reporting period.
2. Individual Agency Reports for each purchasing entity as supplied by the Hardware Contractors.
  - a. Ship to Address
  - b. Purchase Order Number
  - c. Invoice Number
  - d. Item Number
  - e. Product Description
  - f. Quantity Shipped
  - g. Unit Price
  - h. Extended Price
  - i. Totals for Quantity Shipped and Extended Price

Offerors shall submit reporting samples within their proposal.

**VIII. ADDITIONAL SERVICES**

Offerors may specify any additional services that are not specified within this solicitation that they can perform and offer to the State. These additional services as well as additional costs associated with them shall be specified on the attached questionnaire.



# Price Sheet

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### For the goods and/or services specified herein, the following apply:

- Delivery is promised within 3 calendar days after receipt of an order. (Refer to Special Terms and Conditions for delivery requirements.)
- If payment is made within 30 calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by 0 %.
- Notice: If the transaction privilege (sales) taxes are not described and itemized on the offeror, the State will assume that the price(s) offered include all applicable transaction privilege (sales) taxes.
- Sales Tax Percent: 7.0%.
- **Sales Contacts:**  
Lisa Foley (800) 883-8563 lfoley@asapsoftware.com  
Brad Handler (800) 883-1025 bhandler@asapsoftware.com  
Fax: (847) 465-3277

LINE NO.	COMMODITY DESCRIPTION	U/M	UNIT PRICE								
1	<p>131654 - Software, Microcomputer, Microsoft, DLA</p> <p>Designated License Agent for Microsoft Select Agreement, Education Select and Enterprise Agreement in accordance with the Scope of Work, and Terms and Conditions of the Microsoft Agreements.</p> <p>Offeror offers a maximum percentage above publisher's cost as follows:</p> <p>Pricing Level "C" for all pools:</p> <table><tr><td>Licenses &amp; Upgrade Advantage (Select 4.0)</td><td>.25 %</td></tr><tr><td>Licenses &amp; Upgrade Advantage (Education Select 4.0)</td><td>.25 %</td></tr><tr><td>Microsoft Media &amp; Documentation or Fixed Fee per CD</td><td>10 % \$15.00</td></tr></table> <p>Based on an annual retail price of \$245.00, offeror shall provide a fixed annual price for the Enterprise Agreement in accordance with the commitment levels of the agreement. This rate will be used for all enrollment and true-up dates.</p> <table><tr><td>Enterprise Agreement</td><td>\$202.14 per year</td></tr></table> <p>Manufacturer: Microsoft Select 4.0 and Microsoft EA</p>	Licenses & Upgrade Advantage (Select 4.0)	.25 %	Licenses & Upgrade Advantage (Education Select 4.0)	.25 %	Microsoft Media & Documentation or Fixed Fee per CD	10 % \$15.00	Enterprise Agreement	\$202.14 per year	ea	0.00
Licenses & Upgrade Advantage (Select 4.0)	.25 %										
Licenses & Upgrade Advantage (Education Select 4.0)	.25 %										
Microsoft Media & Documentation or Fixed Fee per CD	10 % \$15.00										
Enterprise Agreement	\$202.14 per year										



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	<b>Model #:</b>		
	<b>Catalog Discount: 0.0</b>		
2	<b>131655 - Software, Microcomputer, Novell, DLA</b>  <b>Designated License Agent for Novell MLA Agreement in accordance with the Scope of Work, and Terms and Conditions of the Novell Agreement.</b>  <b>Costs for Novell licenses are set by Novell, currently at 50%. Therefore, no additional charges shall apply other than those dictated by Novell.</b>  <b>Offeror offers a maximum percentage above publisher's cost as follows:</b>  <b>Novell Media and Documentation 15 %</b>  <b>Manufacturer: Novell MLA</b>  <b>Model #:</b>  <b>Catalog Discount: 0.0</b>	ea	0.00
3	<b>131656 - Software, Microcomputer, Corel, DLA</b>  <b>Designated License Agent for Corel CLP Universal Agreement and CLP Academic Agreement in accordance with the Scope of Work, and Terms and Conditions of the Corel Agreements.</b>  <b>Offeror offers a maximum percentage above publisher's cost as follows:</b>  <b>Pricing set at Level "D."</b>  <b>Licenses &amp; Maintenance 3 % (CLPUA)</b> <b>Licenses &amp; Maintenance 3 % (CLPUAA)</b>  <b>Corel Media &amp; Documentation 15%</b> <b>or Fixed Fee per CD \$15.00</b>  <b>Manufacturer: Corel</b>  <b>Model #:</b>  <b>Catalog Discount: 0.0</b>	ea	0.00
4	<b>131657 - Software, Microcomputer, IBM, DLA</b>  <b>Designated License Agent for IBM Advantage Agreement in accordance with the Scope of Work, and Terms and Conditions of the Microsoft Agreements.</b>  <b>Offeror offers a maximum percentage above publisher's cost as follows:</b>  <b>Pricing set at Level "H."</b>	ea	0.00



# Price Sheet

## State Procurement Office

Capital Center, Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

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VENDOR: ASAP Software Express Inc

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	<b>Licenses &amp; Maintenance (Advantage) 2 %</b>  <b>IBM Media &amp; Documentation 15 % or Fixed Fee per CD \$15.00</b>  <b>Manufacturer: IBM/Lotus Advantage</b>  <b>Model #:</b>  <b>Catalog Discount: 0.0</b>		
5	<b>131658 - Software, Microcomputer, Other, DLA</b>  <b>Designated License Agent for any other Volume License Agreement that may be signed by the State in accordance with the Scope of Work, and Terms and Conditions of the Volume License Agreements.</b>  <b>Offeror offers a maximum percentage above publisher's cost as follows:</b>  <b>Licenses &amp; Maintenance 4 %</b> <b>Media &amp; Documentation 15 %</b>  <b>Manufacturer: Others</b>  <b>Model #:</b>  <b>Catalog Discount: 0.0</b>	ea	0.00

# **End of Contract AD990116 - 001 Document**